

STATE OF INDIANA

Request for Proposal 16-010

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of All State Agencies

Solicitation For: Fleet Card Program

Response Due Date: Extended October 9, 2015 at 3:00 PM Eastern
Time

Teresa Deaton-Reese, CPPO, CPPB, Strategic Sourcing Analyst Indiana Department of Administration Procurement Division 402 W. Washington St., Room W468 Indianapolis, Indiana 46204

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

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In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the All State Agencies, requires Fleet Card Program for All State Agencies. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website http://www.IN.gov/idoa/2354.htm) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

than in the following list	
IAC	Indiana Administrative Code
IC	Indiana Code

Comm	ercially Useful Function – A business function that supports the
scope	of this solicitation

Full Time	The State defines FTE as a measurement of an employee's productivity
Equivalent (FTE)	when executing the scope of work in this RFP for a specific project or
	contract. An FTE of 1 would mean that there is one worker fully
	engaged on a project. If there are two employees each spending 1/2 of
	1 1 11 1 14 170

their working time on a project that would also equal 1 FTE

Implementation	The successful implementation of Fleet	Card Program as specified in the
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contract resulting from this RFP

Installation The delivery and physical setup of products or services requested in this

RFP

M5 Statewide fleet management software from Assetworks also called

FleetFocus |

Other An agency, a board, a branch, a bureau, a commission, a council, a Governmental department, an institution, an office, or another establishment of any of

Body the following:

The judicial branch
 The legislative branch

3) A political subdivision (includes towns, cities, local governments, etc.)

4) A state educational institution

Products Tangible goods or manufactured items as specified in this RFP

Proposal An offer as defined in IC 5-22-2-17

Respondent An offeror as defined in IC 5-22-2-18. The State will not consider a

proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the

contract

Services Work to be performed as specified in this RFP

State The State of Indiana

State Agency As defined in IC 4-13-1, "state agency" means an authority, board,

branch, commission, committee, department, division, or other

instrumentality of the executive, including the administrative, department

of state government

The branch of science concerned with the use of technological devices to

transmit information over long distances.

Total Bid Amount The amount that the respondent proposes on Attachment D that

represents their total, all-inclusive price.

Vendor Any successful respondent selected as a result of the procurement

process to deliver the products or services requested by this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for Fleet Card Program. It is the intent of IDOA to contract with a vendor that provides quality Fleet Card Program for All State Agencies and allowing other governmental entities to participate, if desired.

1.4 SUMMARY SCOPE OF WORK

The intent of this solicitation is to maintain and continuously improve purchasing and accounting processes for further efficiency by eliminating any manual steps and costly paperwork currently required, increase the amount of purchase data and its details, and ultimately providing payment to merchants on a timelier basis.

State Fleet Card Program

This is a corporate liability program in which the State is responsible for payment of card charges to the contractor. See Section 2.4 for requirements of the technical proposal.

The following account types are to fall under the State Fleet Card program:

(a) General Fleet Card

A card and/or cardless account(s) issued to state agencies to make payment for a wide variety of goods and/or services. Each card account is assigned to a specific individual state employee, work group or vehicle that needs to make purchases on the State's behalf.

It is the intent of IDOA through this RFP to solicit proposals for the purposes of establishing one contract to provide these Fleet cards for the procurement of and payment for fuel and supplies and services utilized by State of Indiana.

The State of Indiana procures over \$3.5B in goods and services each year. The State (including Other Governmental Bodies) estimates that approximately \$28M of this total spend may be eligible for purchasing on a Fleet card. Currently, \$26.8M is the sum of fuel purchases. Estimates provided are for illustrative purposes only and the State makes no guarantee or commitment based on the numbers provided.

Purchase Type	Spend (\$K)
Fuel	\$ 26,800
Misc. Automotive Repairs/Supplies	\$ 758

These figures are only an estimate and are not to be construed as an amount to be offered under this RFP. However, when completing the Indiana Economic Impact Form (Attachment C) please use \$28M as the total bid amount from the Cost Proposal (Attachment D).

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal

Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals		
Attachment A	M/WBE Participation Plan Form		
Attachment A1	IVBE Participation Plan Form		
Attachment B	Sample Contract		
Attachment C	Indiana Economic Impact Form		
Attachment D	Cost Proposal Template		
Attachment E	Business Proposal Template		
Attachment F	Technical Proposal Template		
Attachment G	Q&A Template		
Attachment H	Fuel Usage Summary Chart		
Attachment I	Fuel Card Layout – M5		

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time** on September 10, 2015. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of any State Agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00** p.m. Eastern Time on October 9, 2015. Each Respondent must submit one original CD-ROM

(marked "Original") and five (5) complete copies on CD-ROM of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The original CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. The respondent's proposal response on this CD may be posted on the IDOA website, (http://www.in.gov/idoa/2462.htm) if recommended for selection. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Indiana Department of Administration Procurement Division 402 West Washington Street, Room W468 Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police. Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be <u>sealed</u> and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on September 8, 2015 at 1:30 PM in Indiana Government Center South Conference Center Room 14. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of Two (2) years from the date of contract execution. There may one, 2 year renewal for a total of four (4) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana Corporation Division 402 West Washington Street, E018 Indianapolis, IN 46204 (317) 232-6576 www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITTMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at http://www.in.gov/idoa/2352.htm.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification MBE, WBE, or IVBE (see section 1.21)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Commercially Useful Function (CUF). The firm must serve a valueadded purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at http://www.in.gov/idoa/2352.htm
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract percentage and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or http://www.in.gov/idoa/2352.htm.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business

Program website (http://www.in.gov/idoa/2862.htm).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a Commercially Useful Function (CUF). The firm must serve a valueadded purpose on the engagement, as confirmed by the State.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory http://www.in.gov/idoa/2352.htm
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract percentage and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Kev RFP Dates

Activity Date					
Activity	Date				
Issue of RFP	8/12/2015				
Pre-Proposal Conference	9/8/2015				
Deadline to Submit Written Questions	9/10/2015 by 3:00pm EST				
Response to Written Questions/RFP Amendments	9/18/2015				
Submission of Proposals	10/9/2015 by 3:00pm EST				
The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.					
Proposal Evaluation TBD					
Proposal Discussions/Clarifications (if necessary)	TBD				
Oral Presentations (if necessary)	TBD				
Best and Final Offers (if necessary) TBD					
RFP Award Recommendation 12/31/2015					

1.25 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

Evidence of financial responsibility, in the amount of 10% of the contract price, will be required to guarantee the performance of the selected respondent after the contract is signed. The evidence of financial responsibility, which is due within 10 calendar days after the execution of the contract, must be made payable to "Indiana Department of Administration" and must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State. The evidence of financial responsibility must remain in effect for the duration of the contract including any/all renewals. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address:

Procurement Division
Indiana Department of Administration

402 West Washington Street, W468 Indianapolis, IN 46204

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP "person" means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate stand alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-

mail address, if that contact is different than the individual authorized for signature.

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or

services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at http://www.in.gov/idoa/2464.htm.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register online at no cost to become a Bidder with the State of Indiana. To complete the online Bidder registration, go to http://www.in.gov/idoa/2464.htm. The Bidder

registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be emailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the

subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.15 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card. Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

2.4.1 Fleet Card Usage

2.4.1.1 State Participation

The State of Indiana, through IDOA, is seeking proposals for a Statewide Contract for Fleet Card as specified herein. The State of Indiana Fleet Card

Contract shall be available for all State of Indiana agencies and available to extend to other governmental bodies within the State who wish to participate. The State shall mandate the use of the resulting Statewide Contract for Fleet Card by the

State participating agencies. The contract will be by and for the State of Indiana with Statewide guidelines. Each participating agency shall be directly managed by the Agency Fleet Card Manager for said agency.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.1.2 Nationwide Acceptance

The Fleet card must have wide spread acceptance throughout the United States, including small and/or remote towns. Proposal should provide sufficient detail to evaluate general nationwide acceptance. Include such data as:

- a) List of states where card is now being accepted
- b) General list of vendors (by name and MCC code) now accepting the proposed card. Please note which vendors have the ability to provide Level 3 reporting.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.1.3 State Wide Acceptance

The State is particularly interested in availability of fueling stations throughout the State of Indiana including those located in small towns who accept the proposed card as well as vehicle service providers that can provide oil changes, roadside assistance, etc.

Proposal should provide sufficient detail to evaluate acceptance of the proposed card within the State.

Include such data as:

- a) List of fueling stations and vehicle service providers (by name and MCC code) within the State currently accepting the card. Please include a coverage map that indicates your company's radius/coverage area. The State is very interested in companies who can provide roadside assistance and alternative fuel types (such as E-85, bio-diesel, CNG, etc.). Please note which vendors have the ability to provide Level 3 reporting.
- b) Geographic locations (cities, towns etc.) where card is accepted. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.1.4 Description of Fleet Card Use

The Fleet card shall be used for fuel and emergency automotive repairs and supply purchases currently defined as less than \$500 per transaction (unless a different amount is required by a specific agency). For agencies requiring a different purchase amount over \$500, Awarded Contractor must receive IDOA approval to establish new purchase amount. Supplies and/or services purchased shall include the full range of State purchases except for those categories specifically exempted by IDOA and/or as stated within this RFP. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.1.5 Additional Agency Usage

The State reserves the right to add or delete eligible agencies as deemed to be in the best interest of the State. Describe Respondent's procedure to facilitate these changes.

2.4.1.6 Recruitment

Respondent must have an established program to actively recruit new businesses for inclusion in the Fleet Card program. Immediate attention shall be given to suppliers identified by a participating agency where the State Fleet card is not accepted. Describe recruitment program. Indicate timeframe and procedures to recruit new businesses. Indicate Respondent's ability and intent to meet this requirement as stated. Include incentives offered to attract suppliers.

2.4.2 Fleet Card

2.4.2.1 Card Construction

Awarded Contractor shall provide durable cards with laid in magnetic strip with dual sleeves, which have been customized per the requirements of the

State of Indiana, including but not limited to artwork, logos, and color.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.2.2 Card Design

A unique design is essential to ensure merchants recognize the Fleet card as a State of Indiana Government Fleet Card to be used only for official state business. Participating agencies shall have the option of selecting a Fleet card using the standard design or requesting a Fleet card customized to the agency's requirements using options included in the contract. Indicate Respondent's ability and intent to meet this requirement as stated. Please list any additional fees associated with customized cards.

2.4.2.3 Card Content on Face of Card

At a minimum each Fleet card format shall include the following on the face of the card:

- a. the name of the STATE OF INDIANA
- b. the phrase FOR OFFICIAL USE ONLY
- c. the phrase TAX EXEMPT
- d. participating agency identification, to be provided to the Respondent by the agency
- e. account number
- f. card custodian or work group identification
- g. Fleet card expiration date

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.2.4 Additional Card Content

At a minimum each fleet card format shall include the following on either side, as determined by the Respondent and the State.

- a. Respondent's customer service toll free telephone number
- b. authorized signature line
- c. the phrase: THIS CARD IS TO BE USED FOR STATE OF INDIANA
- **BUSINESS PURPOSES ONLY**
- d. agency identification

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.3 Fleet Card Issuance

2.4.3.1 Account Set Up

Awarded Contractor shall set up account(s) and issue Fleet Cards within fifteen (15) days after receipt of application or within extended implementation time frame as requested by the Agency Fleet Card Manager.

Issuance of Fleet Card should be allowed as follows, issuance to card holder, issuance to specific vehicle, or issuance to fleet. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.3.2 Expedited Set Up

In emergency situations, the Awarded Contractor shall be able to expedite setting up an account number and issuing Fleet Cards. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.3.3 Changes to Account

The participating agencies may request changes to information on a cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number, and termination or non-renewal of a cardholder account. Specify process for accomplishing various requested changes and timeframe between receiving a request for change in a cardholder account and accomplishing the change.

2.4.3.4 Fleet Card Delivery

Fleet cards will be delivered by the Awarded Contractor to the participating Agency Fleet Card Manager for distribution. Awarded Contractor shall provide the Agency Fleet Card Manager an

updated electronic (Excel) list of cards issued / reissued / replaced for the Agency; information would include card account #, card custodian or work group identification, and expiration date. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.3.5 Electronic Set up and Changes

Please describe Respondent's ability to receive electronic requests to set up or to change account information.

2.4.4 Fleet Card Reissuance

2.4.4.1 Approval for Reissuance

Describe Respondent's Fleet card reissuance policy.

2.4.4.2 Frequency of Reissuance

Fleet Cards shall normally be reissued every twenty four (24) months, at least 90 working days prior to the expiration date of card(s). Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.4.3 Fleet Card Renewal

Awarded Contractor shall submit to each applicable Agency Fleet Card

Manager a list of active card(s) scheduled for renewal. List shall include agency name, Fleet card custodian or work group, account number and expiration date. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.4.4 Approval for Reissuance

The Agency Fleet Card Manager shall notify the Awarded Contractor, in writing, which Fleet Cards are to be reissued. No Fleet Cards shall be reissued without the written approval of the Agency Fleet Card Manager.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.4.5 Electronic Approval for Reissuance

Please describe Respondent's ability to receive electronic approvals to reissue Fleet Cards.

2.4.5 Lost or Theft of Fleet Cards

2.4.5.1 Policy on Lost or Stolen Cards

Describe Respondent's policy on loss of stolen Fleet cards and how and when the state would be responsible for purchases made.

2.4.5.2 Notification of Loss or Theft

The Fleet Card Custodian shall, in the most expeditious manner possible, notify the Awarded Contractor and the Agency Fleet Card Manager of the loss or theft of custodian's card. Upon receipt of the report, the Awarded Contractor shall immediately cancel the lost or stolen card and shall notify the Agency Fleet Card Manager of the action taken. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.5.3 Replacement of Lost or Stolen Card

The Awarded Contractor shall provide for emergency issuance of a replacement for the reported lost or stolen card. All replacement cards will be sent to the Agency Fleet Card Manager for centralized distribution. Indicate

Respondent's ability and intent to meet this requirement as stated.

2.4.5.4 Timing of New Card Receipt

Specify the timeframe between receiving the report of a lost or stolen card and mailing a replacement card.

2.4.6 Fleet Card Restrictions

The Fleet card is intended to provide individual fuel, oil or vehicle associated purchases which fall within the parameters of the statewide fleet card contract.

Detail the controls, spending and transaction limits, and restriction options available as preventive measures regarding unauthorized purchases and card abuse.

The Fleet card will not be used for the following except as authorized by the Contract Administrator. Awarded Contractor shall block all authorized cards from the following:

- a. MCC codes the State deems inappropriate for Fleet card use
- b. Entertainment expenditures (the State will work with the Awarded
- Contractor to determine which MCC codes are entertainment related)
- c. Cash advances from banks or automated teller machines

Verify that this requirement will be met. List any additional optional restrictions that may be selected. The State desires as much flexibility as possible based on a varied group of program participants.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.7 Customer Service

2.4.7.1 Account Representatives

Please describe the operational account representatives that will serve the State under this contract. Include the following information:

- a. The availability of dedicated account representatives. Indicate who the backup personnel are if the dedicated representatives are not available.
- b. The locations and accessibility of customer service personnel (for on-site meetings with the State, etc.)
- c. The names, job descriptions, locations and industry qualifications of your customer service personnel and an organization chart or description showing the structure of the customer service team that will be provided for the State.

2.4.7.2 Access to Customer Service

The Respondent shall describe customer support available to all participating entity staff, including, but not be limited to: (1) 24 hour toll free telephone assistance number(s) for cardholder assistance, including to report lost or stolen cards (emergency service must include weekends and holidays); and (2) the phone numbers, names and titles of the customer account representatives(s) who would respond to cardholder or Agency inquiries concerning billing or services. Service response time should be within 30 minutes during the hours of 8:00 a.m. and 5:00 p.m. Eastern Time. Provide a description of the 'Help Desk' services and general response time for problems Monday through Friday, 8:00a.m. To 5:00 p.m. Eastern Time and the location of call center resources.

Include a plan to resolve problems or report an estimate of time required for solution within 24 hours. Indicate Respondent's ability and intent to meet this requirement. Indicate whether customer service will be serviced with domestic resources and not off shore.

2.4.8 Contract Implementation

2.4.8.1 Program Rollout

Awarded Contractor shall contact the Agency Fleet Card Manager for each participating agency to assist in developing implementation schedules.

Outline how contract implementation will be approached and facilitated.

2.4.8.2 Program Forms Distribution

The Awarded Contractor shall provide each Agency Fleet Card Manager, at no cost to the State or agency, sufficient copies of all applications forms; account set-up, maintenance, and cancellation forms; dispute forms; any other form that may be required in performance of contract. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.8.3 Electronic Forms Distribution

Each form shall also be accessible online. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.8.4 Application Form Content

The applying agency shall complete the application form provided by the Contractor. The application form shall include at a minimum:

- (1) Name of agency
- (2) Name and phone number of the Agency Fleet Card Manager
- (3) Number and selected design(s) of cards required
- (4) List of Fleet Card Custodian names and/or work groups to be issued cards
- (5) Exceptions to restrictions (by card)
- (6) Additional restrictions if required (by card)

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.8.5 Set Up Upon Application

Awarded Contractor shall contact the Agency Fleet Card Manager within 10 calendar days of receipt of application, to set up agency billing and reporting hierarchies and implementation schedule. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.8.6 Role of Contract Administrator

The Contract Administrator shall be the sole contact for statewide contract issues. Indicate ability to work with one point of contact for contract issues but multiple agencies for account issues.

2.4.9 Implementation

2.4.9.1 Implementation Timeline

Respondents shall provide timeframes applicable to each step of the implementation process. Include milestones and expected timing required. It is highly desired that implementation take between 60 - 90 days.

2.4.9.2 Implementation and Management Manual

At no cost to the State, the Awarded Contractor shall develop a Fleet Card

Program Implementation and Management Manual as part of the contract for Indiana Fleet Card service. The manual and its contents shall remain the property of the State of Indiana and may not contain any copyrighted material.

An electronic copy in Microsoft Word 2003 shall also be provided.

Manual shall include such topics as:

- detailed implementation procedures and sample forms
- dispute procedures
- account suspension
- cancellation procedures
- payment requirements
- procedure for lost or stolen Fleet card reporting
- toll free customer service numbers
- instructions on reaching service representatives
- statement instructions
- on line access instructions
- how to request addition of non-participating vendors
- samples of forms
- additional information suggested by the contractor

2.4.10 Training

Awarded Contractor shall be prepared to conduct training seminars in several locations throughout the State of Indiana as requested by the State Contract

Administrator for the purpose of acquainting interested agencies with the Fleet

Card Program, including benefits, use of management information reports, optional program features, etc. The seminars shall include face-to-face presentations, webinars, and conference calls at the request of the State Contract Administrator during the initial implementation and throughout the course of the agreement at the request of the State Contract Administrator. All seminars will be conducted at no cost to the State or participating entities. Confirmation that the Respondent is able to provide this service shall accompany proposal response. A detailed narrative and program description is requested.

2.4.11 Transaction Posting

All transactions (both credits and debits) shall be posted to accounts within two working days from the date of receipt of the transaction authorization. Posted credits shall include a reference to the original charge.

2.4.12 Supplier Payment

Awarded Contractor shall pay suppliers in an expeditious manner. Explain Respondent's policy on payment to suppliers.

2.4.13 Authorization and Controls

2.4.13.1 Authorization Controls

Authorization controls shall be set as indicated in the RFP specifications by the Contract Administrator and/or at agency level by the Agency Fleet Card Manager. Awarded Contractor shall assist in establishing standard controls to include but not be limited to a maximum Agency Aggregate Credit Limit.

Each participating agency shall determine its aggregate credit limit.

2.4.13.2 Individual Card Controls

To customize a card to an individual card custodian, vehicle or work group,

Awarded Contractor shall have the ability to place on individual Fleet cards one or more unique controls and/or exceptions. The Agency Fleet Card Manager for the applicable agency shall inform the contractor of any unique features required, such as:

- (a) Single transaction dollar limits for each cardholder
- (b) Number of fleet card transactions per day
- (c) Number of fleet card transactions per cycle
- (d) Monthly spending limit (cycle dollar limits)
- (e) Restrictions on the type of merchants or purchases with which the card may be used. Please provide additional documents as necessary to include:
 - 1. A list of standard and unique features/controls available for selection
 - 2. Brief narrative description of Respondent's ability to set and monitor controls
 - 3. Brief narrative description of Respondent's ability to electronically communicate to the State controls in force and changes in controls

2.4.13.3 Pump Prompting

The State would like to have a minimum of (3) prompts at the pump: 1) for odometer 2) for State ID 3) some agencies use a commission # or another identifier. Please describe your company's ability to provide this.

2.4.13.4 Authorization Access

The Awarded Contractor shall have an authorization system in place that is available twenty four (24) hours per day, every day of the year. Immediate override capabilities shall be available to allow the Contract Administrator and/or Agency Fleet Card Managers, to authorize specific transactions that may otherwise be prohibited.

Proposal shall include:

- 1. Confirmation that Respondent can meet authorization system requirements
- 2. Brief description of Respondent's authorization system
- 3. Brief narrative description of Respondent's ability to electronically communicate to the State any overrides that occur

2.4.14 Billing and Payment

2.4.14.1 Monthly Statements

The Awarded Contractor shall provide monthly statements of all charges and other amounts due, including late payment charges, to the designated finance office. The participating agency shall be liable for all authorized charges provided that the use is within the required authorization control limits assigned by the State and/or Agency Fleet Card Manager. Monthly statements shall contain data field specified by Contract Administrator. Agency Fleet Card Managers may designate multiple statements with differing cardholders.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.14.2 Invoicing

The Awarded Contractor shall, within five (5) days after the end of the monthly billing cycle, provide invoices at the appropriate hierarchy level to each billing address indicated by the Agency Fleet Card Manager during the account set up process. The invoice shall include all transactions and adjustments completed during the billing cycle. The Contractor shall provide electronic invoicing at the request of the Agency Fleet Card Manager. Each agency may request multiple invoices for different work groups with differing groups of cardholders.

Billing shall be provided on a monthly basis or billing cycle with statements provided to whomever the agency's Program Administrator identifies, including but not limited to, the following:

- 1. Contractor Administrator (consolidated summary for the State of Indiana)
- 2. Agency Fleet Card Manager (consolidated for specified agency)
- 3. Cardholder(s) (specific to their account only).

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.14.3 Payment

Payment will be initiated by the participating agency, after receipt of invoice.

- (1) Invoices will not be processed for payment until receipt of a properly completed invoice.
- (2) Any proposal that requires payment in less than thirty-five (35) calendar days will not be considered for award.
- (3) Participating agencies shall pay by Electronic Funds Transfer (EFT), sweep account, Special Disbursement Officer (SDO) check, and/or Auditor of State warrant, as determined by the State and individual Agency. Provide additional options available for bill payment.

2.4.14.4 Remittance

Describe how remittance is reconciled to assure proper credit to account.

2.4.14.5 Late Payments

Payment will not be considered late if a check or warrant is post marked within the time period specified. If no other terms are specified, the State's standard payment terms are 35 days in arrears from date of invoice.

2.4.15 Disputed Transactions

2.4.15.1 Dispute Resolution Process

Include an explanation of Respondent's standard dispute resolution process, verifying that where applicable, the policy may be revised to meet the requirements desired by the State.

2.4.15.2 Immediate Credit for Transaction in Dispute

The Awarded Contractor shall provide immediate credit to an account upon receipt of a dispute notification. Upon resolution, if it is found that the transaction constituted an authorized charge, the credit shall be removed and the transaction shall be re-billed. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.15.3 Unauthorized Charges

Neither the State nor participating agency shall be liable for charges resulting from unauthorized use of any credit card. This includes theft by an active employee, accidental employee transactions, and lost/stolen cards. Participating agency shall promptly notify Awarded Contractor of lost or stolen cards. Indicate Respondent's ability and intent to meet this requirement as stated. This should

include a response concerning how your company handles fraud, and how it will ensure the State is cleared/not held liable for fraud.

2.4.15.4 Cancellation of Cards

Neither the State nor participating agency shall be liable for charges incurred after Awarded Contractor has been notified verbally or in writing to cancel Fleet card(s). Cancelled cards shall be destroyed at the participating agency level. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.16 Reporting

2.4.16.1 Reporting Capabilities

Describe in detail Respondent's reporting capabilities. Proposal shall include:

- 1. Samples of each type of report format available which are similar to the suggested reports.
- Title each sample report to identify corresponding requested report format
- 2. Additional report formats available from the Respondent, clearly labeled
- "Additional Report Formats"
- 3. Suggestions for and/or samples of customized reports
- 4. List of all standard reports available with description of each report.

2.4.16.2 Transaction Data

At a minimum, the Awarded Contractor shall record the following data for each Fleet Card transaction:

- Transaction Date
- Transaction Time
- Post date
- Account Number
- District
- Account Name
- Card Number
- Vehicle ID Number (Commission Number)
- Units
- Unit Cost
- Total Cost
- Gross Cost
- Exempt Tax
- Net Cost
- Product
- Product Description
- Transaction Description (Inside or Outside)
- Merchant Brand
- Merchant Name
- Merchant Address
- Merchant City
- Merchant State

- Merchant Zip Code
- Merchant Site ID
- Current Odometer
- Adjusted Odometer
- Previous Odometer
- Tank Capacity
- Driver First Name
- Driver Last Name
- Employee ID
- Fleet Card Custodian name or applicable Work Group
- Merchant category code
- Merchant Federal Identification Number
- Purchase Quantity
- 1099 reporting data
- Posting date
- Contractor processing/reference number

This data must be sent to the State's fleet system at a minimum of once per week. Indicate Respondent's ability and intent to meet this requirement as stated.

Transaction data from the vendor feeds into the State's Fleet Management System (M5). It is expected that the vendor work well with and be flexible to feed transactions to M5. See Attachment I for Fleet Card Layout – M5. Please describe your company's ability to accomplish this.

2.4.16.3 Standard Format

The Awarded Contractor shall establish and maintain a standard format for all electronic records. Electronic access shall consist of two parts:

- a. Part one shall provide for on-line terminal queries via Contractor supplied communication access to all existing account information including all current transaction data.
- b. Part two shall provide for availability of data in ASCII format that can be downloaded into software spreadsheets and SQL databases to include the following criteria: account number, type of account, name, billing address, type of charge, amount of charge, date of charge and date of payment.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.16.4 Reporting Set Up

During the account set-up/implementation process, the Awarded Contractor will work with each participating agency to establish reporting hierarchies to satisfy agency requirements. The Awarded Contractor shall have the capability, at the agency's request, to direct levels of reports to appropriate agency departments and/or personnel. Each agency shall have the opportunity to choose which reports to receive. In addition, the Awarded Contractor must have the capability to provide all reports electronically and within the set-up process. Electronic reports should include electronic download of online data into spreadsheet software and SQL database; selection criteria may include: date of purchase, account number, Merchant FIN, and transaction amount.

Participating agencies will have the choice of receiving reports on line or in paper format. Electronic reports shall be accessible twenty four (24) hours per day, every day of the year. Unless specifically requested otherwise by the Contract Administrator, or individual participating agencies, all paper

reports are to be received on a monthly basis, mailed within five (5) days of the end of billing cycle. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.16.5 Management Reporting Package

The State desires a complete management reporting package. Listed below are suggested types of reports desired by the State. Participants will have the option of selecting types of reports they will receive. All reports shall be provided by the Contractor at no cost to the State or participating agencies. Indicate Respondent's ability and intent to meet this requirement as stated. Standard Report Formats:

- A Monthly Agency Summary Report consisting of monthly purchases by agency and product shall be directed to the IDOA Director of Fleet Services and IDOA Director of Vehicle Administration
- -1099 Reporting capabilities to meet Federal guidelines/requirements is required.
- -Finance and Audit Reports designed for 1099 reporting
- -Agency Summary Report consisting of agency month-to-date and year-to-date summary data shall be directed to the Contract Administrator.
- -Suspended Accounts Report provides summary data indicating
- Suspended Accounts, Number of Days Past Due and Undisputed Amounts Past Due.
- -Master Activity Report tracks vendor sales to contract participants and consolidates Fleet card activity of all contract participants.
- -Agency Fleet Card Manager/ Card Custodian Report provide month-to-date and year-to-date summary data for each Fleet Card Custodian.
- -Agency Fleet Card Manager Summary Report provides month-to-date and year-to-date summary data for applicable agency. Account Information Report intended for Agency Fleet Card Manager providing Fleet Card Custodian transaction detail information.
- -Fleet Card Custodian Activity Reports lists all Fleet Card Custodian's activity intended for Fleet Card Custodian's use.
- -Total Fuel Consumption per Fuel Type
- -New Fuel Cards Issued
- -Existing Fuel Cards Reissued
- -Existing Fuel Cards Terminated
- -Merchant Category Detail Report lists all purchases made within a particular agency, subtotaled by merchant category code. Information includes: Merchant Category Code, Merchant Name,

Merchant Location, Account Number, Transaction Date, Activity Code and Transaction Amount.

- -Financial Summary Report serves as the Official Invoice, to be provided to the Designated Finance Office with a copy to the Agency Fleet Card Manager. This monthly report provides summary information for all accounts within a specific participating agency.
- -Customized Reports: The Contractor shall work with the State and participating agencies to create customized reports, using existing data, to meet the needs of participating agencies and/or the Contract Administrator. Customized reports shall be created at no cost to the State.

2.4.16.6 1099 Reporting

Verify Respondent can meet Federal guidelines and requirements for 1099 reporting. Provide a description of all functions and/or capabilities available from Respondent's company to the State regarding 1099 reporting.

2.4.16.7 Qualified Payment Card Agent (QPCA) Compliance

Discuss Respondent's plans and goals to achieve QPCA compliance.

2.4.16.8 Product Codes

Please outline process to ensure product codes are accurate proactively.

2.4.16.9 Incorrect Product Codes

If products codes go through inaccurately, what is the process to ensure your codes are correct in a timely manner and charges are accurate?

2.4.16.10 Magnetic Strip

The State needs to have access to the magnetic strip and Indiana's private terminals for internal tracking purposed. Must be compatible with Assetworks controller readers.

Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.16.11 NACS Codes

Please describe the percentage of accepting retailers utilizing the NACS coding.

2.4.17 Accounting of Transactions

Awarded Contractor shall provide to the State detailed information of transactions, charges and credits for the State's accounting systems.

- a. Indicate Respondent's ability to map MCC codes to the State's general ledger of accounts by object code, by vendor with all State systems.
- b. Indicate Respondent's ability to provide software to allow the State to override automapped transaction to customize accounting as appropriate.
- c. Identify if you can provide this information to integrate with PeopleSoft using:
 - i. the VISA InfoSpan 3.0 layout (provide the details),
 - ii. US Bank layout (provide the details),
 - iii. A different layout (provide the details)
- d. Identify the ability for the card to be programmable by the State with security information to be read by State card readers at the state-owned fueling locations.
- e. Identify the methods of communicating the file
- f. Identify the frequency you can transmit the file, minimum of weekly.
- g. Identify any lag time between the last transaction posted and transmission of the file
- h. At a later date, the State anticipates incorporating transactions into PeopleSoft. It's the State's intent that the awarded vendor will work together with the State to accomplish this task. Please describe your company's willingness to accomplish this at no cost to the State.

2.4.18 Software

The Awarded Contractor shall provide electronic access 24 hours a day, every day of the year, to account and transaction data sufficient to meet the needs of participating agencies. Describe technical capabilities of software pertaining to transaction review, bill payment, and real time authorization approvals. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.19 Online Security

For security purposes, on-line access to the system shall be by password and limited to individuals within the agency authorized by the Agency Fleet Card Manager. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.20 Confidentiality of Accounts

All information shall be considered confidential and shall be made available only to the applicable agencies on an individual basis unless authorized by contract administrator - (i.e. Department of Natural Resources shall have access to Department of Natural Resources accounts only). Contract Administrator shall have access to all accounts. Indicate Respondent's ability and intent to meet this requirement as stated.

2.4.21 Insurance

Provide information on insurance benefits associated with the use of Respondent's Fleet card. Describe what travel, accident and baggage insurance coverage, if any, the Respondent's card program provides the State's employees. Specify any additional features available with the Respondent's credit card such as traveler's checks, emergency check cashing privileges, etc.

2.4.22 Optional Products and Services

The State of Indiana is very interested in optional "enhanced" products and services which reach beyond the State's basic requirements. Enhanced services will be considered in evaluation of proposals, and acceptable services offered by the Contractor may, at the option of the State, be included in the resulting contract. Enhancements might include:

- unique Fleet card features
- advances in electronic controls
- reconciliation software
- specially created and informative management reports
- point of sale information
- customized agency usage manuals

Proposal should describe optional enhanced services and products available.

2.4.23 Bulk Fuel

The State would like to explore options in utilizing the card system with managing bulk fuel purchases. There are various bulk fueling stations throughout the state. Please illustrate your company's offerings to accomplish this objective.

2.4.24 Data

Product Codes shall be provided to the State. Please ensure your company's ability to do this.

2.4.25 Credit Limit

Regardless of credit limit, the cards are not to be shut off. Please ensure your company's capability to provide this service.

2.4.26 Disaster Recovery

Please detail your company's Disaster Recovery Plan and how your company would respond to the following:

- Any event causing physical damage, such as fire, smoke or water damage
- Impending or unexpected disaster such as earthquake, floods, blizzards or other acts of nature
- Any external event, which potentially could cause an extended business interruption, such as loss of electrical or telecommunications services.
- How your company would leverage current suppliers (Bulk Fuel)
- Education to State Agency

2.4.27 Additional Offerings

Please provide information on any additional ways your company can help the State realize savings and/or create additional efficiencies through supplementary products/services your company offers (i.e. Telematics, etc.).

2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The cost proposal in Section 2.5 is made up of four tabs.

Tab CP1: Rebate Schedule

Please provide Respondent's Rebate Percentage for Annual Purchase Volume Incentives as well as Speed of Payment Incentives. Please provide if Respondent has any other tiered rebate program that might be beneficial for the individual agencies as well as the State.

Tab CP2: Recurring Charges

The State anticipates a "no fee" Fleet card program. Should have additional fees associated with this contract, please provide Respondent's recurring charges. Input "0" if no charge.

Tab CP3: Implementation and Setup Charges

The State anticipates a "no fee" Fleet card program. Should have additional fees associated with this contract, please provide Respondent's Implementation and Set Up charges. Input "0" if no charge.

Tab CP4: Prices

Please provide pricing information based on the State being charged a discount off Pump Price.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should be \$28M.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to http://www.in.gov/idoa/2464.htm and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to http://www.in.gov/idoa/2464.htm and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	40 available points
3. Cost (Cost Proposal)	35 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points with a potential of 5 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a "short list". Any proposal not making the "short list" will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc focused on cost and other proposal elements. Step 2 may include a second "short list".

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

- 3.2.2 Management Assessment/Quality **40** available points
- 3.2.3 Price -35 available points

The respondent with the lowest proposed cost will be awarded the full available points.

The following formula will be used when calculating the cost score for other respondents.

(Lowest proposed cost/Respondent's cost * available points)

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this

RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based

on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.